

RENTAL AGREEMENT (Month-to-Month)

SS # 545-95-5669

THIS AGREEMENT entered into this 12th day of September 19 2005
by and between Jenny Perng "Owner" (Landlord)
and ATECH FLASH TECHNOLOGY, INC. "Resident" (Tenant)

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

1. Owner rents to the Resident and the Resident rents from the Owner for residential use only, the premises known as:

6416 Myrtlewood Dr Cupertino, CA 95014
Zip

2. Rent is due in advance on the 1st day of each and every month, at \$ 1950 per month, beginning on the 12th day of September, # 2005.

3. Except as prohibited by law, this agreement may be terminated by either party after service upon the other of a written 30-day notice of termination of tenancy. Any holding over thereafter shall result in Resident being liable to Owner for "rental damages" at the fair rental value of \$ _____ per day.

4. Premises shall be occupied only by the following named person(s) (Include birthdate if under 18):

<u>MARTIN C. LIN</u>	<u>VALERIE LIN</u>	<u>2/27/1999</u>
Name Birthdate	Name Birthdate	
<u>YUSHAN WANG</u>		
Name Birthdate	Name Birthdate	

5. Without Owner's prior written permission, no bird or animal, no water beds or liquid-filled furniture, or N/A shall be kept or allowed in or about said premises.

6. Resident shall not violate any Governmental law in the use of premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor.

7. Except as provided by law, no repairs, decorating or alterations shall be done by Resident, without Owner's prior written consent. Resident shall notify Owner in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, hanging of murals or posters. Resident shall hold Owner harmless as to any mechanics lien recordation or proceeding caused by Resident.

8. Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.

9. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, if any, and fixtures which are rented for Resident's exclusive use in good order and condition. Resident shall pay Owner for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner.

10. Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except:

Owner pay gardner

11. The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this rental agreement, and shall indemnify Owner for liability arising prior to the termination of the rental agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner's duty of care" to prevent personal injury or property damage where that duty is imposed by law.

12. Resident shall deposit with Owner, as a security deposit, the sum of \$ \$1950, payable To: Jenny Perng. Owner may claim (withhold) of the security deposit only such amounts as are reasonably necessary to remedy tenant defaults as follows:

- (a) in the payment of rent, or
- (b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, or
- (c) to clean such premises, if necessary, upon termination of the tenancy.

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(two weeks (14 days) after the Resident has vacated the premises, the Owner shall furnish the Resident with an itemized written statement of the basis for, and the amount of, any security received and the disposition of such security and shall return any remaining portion of security to the Resident.

If any legal action or proceeding be brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.

4. Notice upon Owner may be served upon: Jenny Perng

at: 1616 Daphne Dr San Jose

said person is authorized to accept legal service on behalf of Owner.

CA. 9512

5. No portion of said premises shall be sublet nor this agreement assigned. Any attempted subletting or assignment by the Resident shall, at the election of Owner, be an irremedial breach of this agreement.

6. The premises are equipped with a smoke detection device(s), and:

(a) The resident acknowledges the smoke detector(s) was tested and its operation explained by management in the presence of the resident at time of initial occupancy and the detector(s) in the unit was working properly at the time.

(b) Each resident shall perform the manufacturer's recommended test to determine if the smoke detector(s) is (are) operating properly at least once a week.

(c) Initial ONLY IF BATTERY OPERATED: _____

By initialing as provided, each resident understands that said smoke detector(s) and alarm is a battery operated unit and it shall be each resident's responsibility to:

1. ensure that the battery is in operating condition at all times;
2. replace the battery as needed (unless otherwise provided by law); and
3. if, after replacing the battery, the smoke detector(s) do not work, inform the Owner or authorized agent immediately in writing.

(d) Resident(s) must inform the owner or authorized agent immediately in writing of any defect, malfunction or failure of any detector(s).

(e) If local law requires the owner to test the smoke detector, the resident shall allow the owner or his agent access to the premises for that purpose.

7. ATTACHMENTS: By initialing as provided, Resident acknowledges receipt of those indicated attachments, copy(ies) of which is (are) attached hereto, marked by indicated page number(s) and is (are) incorporated herein as though fully set forth at length. Each resident should initial each attachment.

House Rules: _____
Initial _____ House Rules attached marked Page(s) _____

Inventory _____
Initial _____ Inventory which describes the furnishings of the premises, marked Page(s) _____

Addendum _____
Initial JP Addendum marked Page _____

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Jenny H.C. Perng
OWNER

[Signature]
RESIDENT TENANT

BY AUTHORIZED AGENT

RESIDENT

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